

SECTION 1 - GENERAL

ITEM 1-1 SCOPE OF THE TENDER OF SERVICE (TOS):

A. CONSIST OF THE GSA STANDARD TENDER OF SERVICE (STOS):

- Part 1 The GSA General Freight Tender of Service No. 1-F (GSA TOS No. 1-F);
- Part 2 The GSA National Rules Tender No. 100-D (GSA No. 100-D); and
- Part 3 The GSA Baseline Rate Publication No. 1000-D (GSA No. 1000-D).

B. **GENERAL:** Hereinafter, GSA or the other Government agencies participating in the TOS will be referred to as participating agencies. Agencies not participating in the TOS will be referred to as non-participating agencies. The term "agency" will refer to both participating and non-participating agencies. This TOS provides terms and conditions for the transportation and all related services within CONUS for GSA or the other Government agencies participating in the TOS and those non-participating agencies meeting the conditions of Item 1-3. This TOS is applicable to all tenders filed with the TOS participating agencies.

Carriers will not be required to furnish the services for the items specified in Item 60 Specialized Services Of The GSA National Rules Tender No. 100-D (GSA No. 100-D), unless provided in their tender.

C. **DESCRIPTION OF FREIGHT:** The property to be moved under this TOS consists of a variety of commodities to be used by Government agencies or authorized contractors for the Government and will be generally described as freight-all-kinds (FAK) except Class A and B explosives, hazardous wastes, and radioactive articles requiring a hazardous material label. It is further required that all carriers participating in the TOS possess the required insurance and authority to transport hazardous materials other than those restricted herein.

D. **CARRIER LIABILITY:** Notwithstanding any provision of 41 CFR part 102-118, property transported under provisions of this TOS shall be valued at full value.

E. **FREIGHT EXCLUDED:** Excluded from the scope of this TOS are shipments that can be more advantageously or economically moved via parcel post or small package carrier; shipments of Class A and Class B explosives; hazardous wastes; radioactive articles requiring a hazardous material label; uncrated used household goods; shipments that the Government may elect to move in Government vehicles; and freight subject to specific agency programs or contracts, (e.g. Guaranteed Freight Programs or local drayage contracts.)

F. **HAZARDOUS MATERIAL AUTHORITY:** Any Government agency shipping hazardous materials requires carriers participating in this STOS to maintain a "satisfactory" safety rating from the Department of Transportation (DOT). If a carrier receives a "conditional" or "unsatisfactory" safety rating from DOT, the carrier will be placed in nonuse status until documentary evidence is furnished to the office placing the carrier in nonuse that such rating has been upgraded by DOT to "satisfactory".

ITEM 1-2 PARTICIPATING GOVERNMENT AGENCIES:

A. **General:** Participating agencies include GSA's Federal Supply Service and those agencies identified in the applicable Request for Offers (RFO) distributed by the Freight Program Management Office (6FBX), Kansas City, MO or another GSA Travel and Transportation Management Zone Office.

B. Rights of Participating Agencies:

1. Participating agencies are entitled to issue their own RFOs referencing the terms and conditions of the GSA Tender of Service No. 1-F, the GSA National Rules Tender No. 100-D, and the GSA Baseline Rate Publication No. 1000-D, supplements thereto and reissues thereof; and

2. Participating agencies are entitled to accept rate offers submitted by those carriers approved in accordance with Item 2-2 which reference the terms and conditions of the GSA Tender of Service No. 1-F, the GSA National Rules Tender No. 100-D, and the GSA Baseline Rate Publication No. 1000-D, supplements thereto and reissues thereof.

ITEM 1-3 NON-PARTICIPATING AGENCIES: Agencies not meeting the requirements of a participating agency identified in Item 1-2, A., above, may only utilize those rate offers submitted and accepted in accordance with the STOS Participation Filing Instructions issued by the Freight Program Management Office (6FBX), Kansas City, MO. Any other reference to any part of the STOS with regards to the solicitation of rate offers or the acceptance of a rate offer based on the GSA Tender of Service NO. 1-F, the GSA National Rules Tender No. 100-D, or the GSA Baseline Rate Publication No. 1000-D, supplements thereto and reissues thereof, by a non-participating agency is *prohibited*.

ITEM 1-4 REVISING TOS PROVISIONS AND METHOD OF CANCELING ORIGINAL OR REVISED PAGES: This TOS will be revised by the Freight Program Management Office (6FBX), Kansas City, MO, through publication of the changes on GSA's WorldWide Web Page (<http://www.kc.gsa.gov/fsstt>), the issuance of page revisions (original or revised), or the reissuance of the document on an "as needed" basis.

A. TOS Page Revisions: Reserved

B. Reissuing the TOS: Reserved.

ITEM 1-5 UNINTENTIONALLY ACCEPTED TENDER RULE: Tenders that are unintentionally accepted and distributed for use, which are later found not to be in compliance with the TOS, are subject to immediate removal by the tender accepting agency. The carrier will be notified when tenders are removed under these circumstances and will be advised the basis for their removal. Even though a tender was unintentionally accepted, such tender may be used until it is canceled by the carrier.

ITEM 1-6 LAWFUL PERFORMANCE, OPERATING AUTHORITY, AND INSURANCE. All service shall be performed in accordance with applicable Federal, State, and local laws and regulations. Common motor carriers or brokers, freight forwarders, rail carriers, shippers agents, or shippers associations shall possess the required carrier or Interstate Commerce Commission (ICC) broker operating authority and maintain cargo as well as public liability insurance as required by Federal, State, and local regulatory agencies.

ITEM 1-7 ACCEPTANCE OF THE TOS. The acceptance of this TOS is a prerequisite for any motor common carrier, broker, freight forwarder, rail carrier, shippers agent, or shippers association desiring to be considered for the transportation of Government property shipped by a participating agency.

The terms and conditions in this TOS are applicable to all interlining carriers.

Any reference to carriers in this TOS, unless otherwise stated, also applies to motor common carriers, brokers licensed to transport general commodity freight, freight forwarders, rail carriers, shippers agents, or shippers associations. The conditions of the TOS are in addition to all service provisions of any applicable tender or tariff (including the GSA National Rules Tender No. 100-D) under which a shipment may be routed, except where these conditions may be in conflict with applicable Federal, State, and local laws and regulations.

If a conflict exists between the provisions of the TOS and the provisions named in the GSA National Rules Tender No. 100-D, the provisions of this TOS will apply.

The acceptance of the GSA TOS by a carrier shall be accomplished as specified in SECTION 2 of this document.

ITEM 1-8 BASIS FOR DETERMINING APPLICABLE DISTANCE: Unless otherwise authorized or such as provided for in ITEM 180 Circuitous Routing Of Hazardous Material Shipments in the GSA No. 100-D, all tenders shall be predicated on the shortest route distance determined from the applicable ALK Technologies, Inc 5-digit Zip Code automated mileage system, regardless of the distance actually traveled by the carrier.

ITEM 1-9 METRIC CONVERSION: The weights and measurements expressed in this STOS are being changed to indicate both metric measurements.

Please see Section 11 for the Metric Conversion Table.

ITEM 1-10 APPLICATION OF THE TERMS AND CONDITIONS OF THE GOVERNMENT BILL OF LADING (GBL): The terms and conditions governing acceptance and use of Government Bills of Lading (GBLs) as cited in CFR 101-41.302-3 apply to all shipments handled pursuant to this Standard Tender of Service (STOS) as follows:

A. In no case shall prepayment of charges be demanded by the carrier nor collection be made from the consignee. The GBL, property certified and attached to an SF 1113, Public Voucher for Transportation Charges, shall be presented to the paying office indicated in the "Bill Charges To" section on the face of the GBL for payment to:

1. The last carrier or forwarder in privity with the contract of carriage as evidenced by the covering GBL;
2. A participating carrier or forwarder in privity with the contract of carriage as evidenced by the covering GBL when the bill is submitted with a waiver accomplished by the last carrier (as described in paragraph [a][1] of this section in favor of the billing carrier;
3. A carrier (as described in paragraph [a][1] of this section) or its properly designated warehouse agent billing in the name of the carrier as authorized in 101-41.309-2 dealing with certification of shipments in storage; or
4. An agent of the carrier or forwarder (as described in paragraph [a][1] or [2] of this section): Provided, the bill is submitted in the name of the principal. The agent's mailing address may be shown on those bills, and the checks, drawn in the name of the principal, may be mailed to the agent.

B. The GBL is subject to the same rules and conditions as govern shipments made on the usual commercial forms unless otherwise specifically provided or stated herein.

C. The shipment made on the GBL shall take a rate no higher than that chargeable had the shipment been made on the uniform straight bill of lading, uniform express receipt, or any other form provided for commercial shipments.

D. No charge shall be made by any carrier for the execution and presentation of a GBL in manner and form as provided in this subpart 101-41.3.

E. The shipment is made at the restricted or limited valuation specified in the tariff or classification or established under section 13712 of the Interstate Commerce Commission (ICC) Termination Act of 1995 (49 U.S.C. 13712), formerly section 10721 of the Interstate Commerce Act, or to another equivalent contract, arrangement, or exemption from regulation at or under which the lowest rate is available, unless otherwise indicated on the face of the GBL.

F. Receipt for the shipment is subject to the consignee's annotation of loss, damage, or shrinkage on the delivering carrier's documents and the consignee's copy of the same documents. When loss of damage is not discovered until after delivery of shipment and receipt therefor, the consignee shall promptly notify, preferably by telephone, the nearest office of the last delivery carrier and extend to the carrier the privilege of examining the shipment.

G. In case of loss, damage, or shrinkage in transit, the rules and conditions governing commercial shipments, as they relate to the period within which notice thereof shall be given the carrier or to the period within which claim therefor shall be made or suit instituted, shall not apply. Deletion of this item will be considered valid only with the written concurrence of the Government official responsible for making the shipment.

H. Carrier's rights to shipping charges are not affected by facts set out in the issuing office section of the GBL.

I. The nondiscrimination clauses contained in section 202 of Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor are incorporated by reference in the GBL.